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U.S. DISTRICT COURT

2009 AUG -3 A 11: 06

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CENTURY BUSINESS CREDIT CORPORATION,

03 Civ. 04394 (RO)

Plaintiff,

**SATISFACTION OF JUDGMENT
AS TO FRANK J. GARGIULO**

-against-

GARGIULO FOODS, L.L.C, FRANK J. GARGIULO,
FRANK G. GARGIULO, VINCENT G. GARGIULO,
CENTURY PROVISIONS, LLC (f/k/a GARGIULO
FAMILY, LLC), GATOR FINER FOODS, INC., and
ANDREW RUSSO,

Defendants.

WHEREAS, Judgment was entered in the United States District Court, Southern District of New York, on September 5, 2003, in the above entitled action 03 CV 4394 (RO), in favor of Plaintiff-judgment creditor, Wells Fargo Century, Inc., formerly known as Century Business Credit Corporation, and against **Frank J. Gargiulo**, Frank G. Gargiulo, and Vincent G. Gargiulo, for the sum of \$3,104,931.74, (the "Judgment"), and said Judgment was duly registered pursuant to 28 U.S.C. § 1963 in the United States District Court for the District of New Jersey on October 30, 2003 bearing case No. 03-MC-00338 (KSH) ; and

WHEREAS said Judgment with interest and costs having been fully satisfied only as to

defendant **Frank J. Gargiulo** pursuant to a Settlement Agreement dated December 28, 2005 and there remains an outstanding execution(s) and warrant(s) with the Sheriff of the County of Hudson, State of New Jersey under Case No. 103449 against Frank J. Gargiulo.

THEREFORE, full and complete satisfaction of said judgment is hereby acknowledged only as to defendant **Frank J. Gargiulo**, and the Clerk of the Court in this Court and in the United States District Court for the District of New Jersey is hereby authorized and directed to make an entry of the full and complete satisfaction on the docket of said judgment only as to Frank J. Gargiulo, all warrants with the Sheriff of the County of Hudson, State of New Jersey, or any other Sheriff in the State of New Jersey as to Frank J. Gargiulo shall be immediately released and the case closed. Nothing herein shall be construed as a waiver, release or satisfaction of said Judgment, or release of any other rights or remedies of plaintiff of collection of the balance of said Judgment as to the remaining defendants, any third party and/or any guarantor, including, but not limited to, Gargiulo Foods, L.L.C., Frank G. Gargiulo, Vincent G. Gargiulo, Century Provisions, LLC (f/k/a Gargiulo Family, LLC), Gator Finer Foods, Inc., Andrew Russo, Vasily Salygin and/or Obello Establishment.

Dated: New York, New York
December 28, 2005

Respectfully Yours, etc.

Silverberg Stonehill & Goldsmith, P.C.

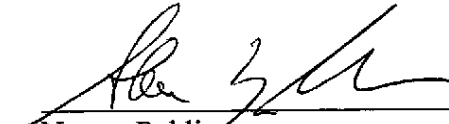
By:  _____

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State of New York)
)
County of New York)

On the 29th day of December, 2005 before me personally came
Anthony N. Elia to me known and known to be associated with the firm of
Silverberg Stonehill & Goldsmith, P.C., attorneys for the plaintiff in the above-entitled action,
and to be the same person described in and who executed the within satisfaction of judgment and
acknowledged to me that he executed the same.

Steven Z Naiman
Notary Public State Of New York
No. 02NA4797850
Qualified In Queens County
Commission Expires Sept. 30, 2005
2005


Notary Public

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